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## SECTION A – THE SCHEDULE

Continuation/Addendum to SF-1449  
RFQ Number SIN30013Q0015  
PRICES, BLOCK 23

### A.1 DESCRIPTION

The American Consulate General, Kolkata requires the maintenance and service of Air conditioning plant, power sub-station; high/low tension electrical distribution etc. at the premises of the Consulate and the American Center. The contractor shall provide personnel, and equipment, as identified in this solicitation and Exhibit I as described in Section B of this contract and exhibits attached in Section M.

### A.2 TYPE OF CONTRACT

This is a combination type contract. It is firm fixed price for scheduled maintenance services as defined in the Comprehensive Maintenance Plan (CMP); indefinite delivery/indefinite quantity with fixed unit prices for unscheduled/emergency maintenance. All prices are subject to the Economic Price Adjustment clause.

The fixed price will include all work, including furnishing all labor, and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified. The solicitation contains the description of services to be provided, which the contractor must furnish, either daily, weekly, monthly, quarterly or annually or as instructed by the COR.

The indefinite delivery/indefinite quantity portion of this contract will be used for unscheduled work or urgently needed services. Individual delivery orders will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Number of hours for each required labor category for these delivery orders shall be negotiated into a firm-fixed-priced delivery order using the standards identified in the Means for Maintenance and Repair Costs Data and adjusted for American Consulate General, Kolkata (Information regarding this publication can be made to 517-585-7880). The actual amount of work to be performed, an estimate of the professional/technical effort required, the time of such performance, and the location of the property (ies) shall be authorized by delivery orders issued by the Contracting Officer. Oral orders may be necessary for emergency services however they shall be issued in writing within three business days of the oral instructions and will not be issued if funds are not available. See Exhibit B, Section J for sample of an Unscheduled Work Order.

### A.3 PRICES/COSTS

A.3.1. All prices shall be submitted in Indian rupee.

#### A.3.2.Scheduled Maintenance Services

(a) In consideration of satisfactory performance of all the scheduled services required under this contract, the contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor (unless mandated by local law see B.7), or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

(b) Premium pay for services required to be provided on holidays is included only in the fixed prices for Scheduled Maintenance Services.

#### A.3.3. Unscheduled Services

The labor categories and fixed hourly rates per labor category, stated below, shall be used for establishing a firm fixed-price for the task orders. Each task order shall be negotiated individually by determining in advance of the start of work the labor categories and number of hours required and by multiplying the hourly rates by the number of hours.

The contractor shall also be reimbursed at purchase price for any materials or equipment ordered by the Government in conjunction with the Unscheduled/Emergency Services. No overhead, profit, or other charge shall be added to this material or equipment. If VAT charges are paid then they must be itemized in each delivery order.

#### A.3.4. Emergency Services

Emergency services shall be issued and priced at the same rate as unscheduled services, however work that is required beyond normal working hours or days (see F.8) or 48 hours per week or 8 hours per day or shift and meet the definition of emergency services as defined in C.1.3. may use overtime rates as fixed below.

#### A.3.5 Ordering

Ordering - (a) All supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

(b) Contractor will be asked to submit a cost proposal (sample shown in Exhibit D) when given a draft scope of work for an unscheduled task.

(c) Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each unscheduled or emergency task that needs to be performed.

(d) All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

#### A.4 BASE PERIOD PRICES

B.4.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_ per year

B.4.2. Unscheduled Maintenance and Repair Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED HOURLY</u> <u>HOURS</u>	<u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	150		
Electrician	250		
Electrician Helper	250		
HVAC Technician	250		
HVAC Helper	250		

Materials/Equipment Not to Exceed Rs. 25,000.00 in a year.

B.4.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or

emergencies occurring on other than a normal work day or hours, the following rates shall apply:

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>OVERTIME RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	200		
Electrician	400		
Electrician Helper	400		
HVAC Technician	300		
HVAC Helper	300		

Materials/Equipment Not to Exceed Rs. 30,000.00 in a year.

#### A.4.4 MINIMUM AND MAXIMUM AMOUNTS FOR UNSCHEDULED /EMERGENCY MAINTENANCE AND REPAIR.

During this contract period, the Government shall place orders totaling a minimum of Rs. 1,000.00. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed Rs. 30,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

#### A.5 FIRST OPTION YEAR PRICES

B.5.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

A.5.2. Unscheduled Maintenance and Repair Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	150		
Electrician	250		
Electrician Helper	250		
HVAC Technician	250		
HVAC Helper	250		

Materials/Equipment Not to Exceed Rs. 25,000.00 in a year.

A.5.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours, the following rates shall apply:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>OVERTIME</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	200		
Electrician	400		
Electrician Helper	400		
HVAC Technician	300		
HVAC Helper	300		

Materials/Equipment Not to Exceed Rs. 30,000.00 in a year.

A.5.4 MINIMUM AND MAXIMUM AMOUNTS FOR UNSCHEDULED  
/EMERGENCY MAINTENANCE AND REPAIR.

During this contract period, the Government shall place orders totaling a minimum of Rs. 1,000.00. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed Rs. 30,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

A.6 SECOND OPTION YEAR PRICES

B.6.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

B.6.2. Unscheduled Maintenance and Repair Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>HOURLY</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
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Maintenance Engineer	150
Electrician	250
Electrician Helper	250
HVAC Technician	250
HVAC Helper	250

Materials/Equipment Not to Exceed Rs. 25,000.00 in a year.

A.6.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours, the following rates shall apply:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>OVERTIME</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	200		
Electrician	400		
Electrician Helper	400		
HVAC Technician	300		
HVAC Helper	300		

Materials/Equipment Not to Exceed Rs. 30,000.00 in a year.

A.6.4 MINIMUM AND MAXIMUM AMOUNTS FOR UNSCHEDULED  
/EMERGENCY MAINTENANCE AND REPAIR.

During this contract period, the Government shall place orders totaling a minimum of Rs. 1,000.00. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed Rs. 30,000.00. This reflects the contract maximum for unscheduled services for this period of performance. for unscheduled services for this period of performance.

#### A.7 THIRD OPTION YEAR PRICES

B.7.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

A.7.2. Unscheduled Maintenance and Repair Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>HOURLY</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	150		
Electrician	250		
Electrician Helper	250		
HVAC Technician	250		
HVAC Helper	250		

Materials/Equipment Not to Exceed Rs. 25,000.00 in a year.

A.7.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours, the following rates shall apply:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>OVERTIME</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	200		
Electrician	400		
Electrician Helper	400		
HVAC Technician	300		
HVAC Helper	300		

Materials/Equipment Not to Exceed Rs. 30,000.00 in a year.

#### A.7.4 MINIMUM AND MAXIMUM AMOUNTS FOR UNSCHEDULED /EMERGENCY MAINTENANCE AND REPAIR.



During this contract period, the Government shall place orders totaling a minimum of Rs. 1,000.00. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed Rs. 30,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

#### A.8 FOURTH OPTION YEAR PRICES

A.8.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

A.8.2. Unscheduled Maintenance and Repair Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>HOURLY</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	150		
Electrician	250		
Electrician Helper	250		
HVAC Technician	250		
HVAC Helper	250		

Materials/Equipment Not to Exceed Rs. 25,000.00 in a year.

A.8.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours, the following rates shall apply:

<u>LABOR</u> <u>CATEGORY</u>	<u>ESTIMATED</u> <u>HOURS</u>	<u>OVERTIME</u> <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
Maintenance Engineer	200		
Electrician	400		
Electrician Helper	400		
HVAC Technician	300		
HVAC Helper	300		

Materials/Equipment Not to Exceed Rs. 30,000.00 in a year.

| A.8.4 MINIMUM AND MAXIMUM AMOUNTS FOR UNSCHEDULED  
/EMERGENCY MAINTENANCE AND REPAIR.

During this contract period, the Government shall place orders totaling a minimum of Rs. 1,000.00. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed Rs. 30,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

A.9 652.216-71 PRICE ADJUSTMENT (AUG 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor that result directly from laws enacted and effective during the term of this contract by the West Bengal Government. Direct service labor costs include only the costs of wages and direct benefits (such as provident fund, health insurance (ESI), unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the contract line items listed in Section H.4 of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section B.4-B.6, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever

(b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:

(1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,

(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,

(3) How the change in the law directly affects the contractor's costs under this contract.

(c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:

(1) The calculation of the amount of adjustment requested; and,

(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:

(1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and

(2) The current exchange rate and its effect on payment of workers in local currency.

The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the West Bengal Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

#### A.10 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

## **SECTION B - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **B.1 INTRODUCTION**

- B.1.1. General. The American Consulate General, Kolkata requires a maintenance and service contractor to perform both scheduled and unscheduled work orders on US Government owned and long term leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the American Consulate.

The designated person shall be located on-site in an office designated by the Contracting Officer during normal Consulate working hours and shall have supervision as his/her sole function during the times s/he is on duty. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Specific services are described in detail below.

- B.1.2. Personnel. The Contractor shall be responsible for providing qualified technicians (with at least one of each trade at the journey-man level or equivalent) with relevant experience of more than 3 years to meet the minimum requirements established below to perform maintenance services in accordance with the maintenance plan shown in Exhibit A and unscheduled services. Helper positions do not need to meet this 3 year minimum requirement. Personnel shall meet the minimum criteria for labor categories shown in Section B.4.2 as identified in Exhibit C.

- B.1.3. Definitions.

"Chancery" means the building of the Consulate used for official activities or means the official residence of the Consul General.

"CMMS" is a computer maintenance management system such as PASS/RPA (real estate management system), PMCI or QUIBIC.

"CMP" is a comprehensive maintenance plan

"Daily" means 6 days per week, on each non-holiday workday.

"Emergency Services" are task orders which require immediate attention. This may involve working other than normal work day or hour as defined in F.8. Contractor required to respond must call within 6 hours and take action to minimize emergency situation.

"COB" means Consulate Office Building.

“GO” Government Owned.

"Execution Plan" is submitted by the Contractor and defines the methods and disciplines used to carry out the maintenance plan as provided in Exhibit A.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilating Air Conditioning.

"PM" means Preventive Maintenance

"Scheduled Maintenance Services" includes all routine maintenance functions identified in the Exhibit A, Comprehensive Maintenance Plan or Facility Maintenance Plan, for Post systems and equipment.

"Unscheduled Maintenance and Repair Services" includes minor maintenance and repair services which are not identified in the Comprehensive Maintenance Plan or Facility Maintenance Plan.

B.1.3.2. The Contractor shall provide an Executive Plan to carry out the maintenance as shown in Exhibit A. These duties and responsibilities described in Subsection C.1.5. The Contractor shall provide a draft of the Executive Plan to the COR for review 30 days after contract award.

B.1.4. Location, Service, Kind of Personnel: A sample listing of locations, kinds of services, and personnel by category, is provided in Exhibit A (Department of State Real Estate Management System and Preventive Maintenance Work Order Tasks). A sample of an unscheduled order is described in Exhibit B and is for illustration only and will not necessarily be identical to services provided under this contract.

B.1.5. Duties and Responsibilities.

B.1.5.1. Outline of Electrical/HVAC/Other Mechanical Services to be Performed: (ALL PROPERTIES)

Services to be performed by these engineers shall include those outlined below. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR or the Consulate Management Office, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Major and specialized repairs shall be carried out by the Government, independent of this contract. Services to be performed as part of scheduled maintenance to include:

B.1.5.1.1. Electrical

- (1) Monitoring the operating condition of all systems and equipment in the central station, substations and machine rooms on a 24 hour basis.
- (2) Replacing circuit breakers and/or fuses, material furnished by Government.
- (3) In an emergency, taking all possible measures to prevent hazards, ensure safety and maintain property. Promptly reporting to the COR, the Power Company, or to the COR or his/her staff are unavailable.

#### B.1.5.1.2. HVAC

- (1) Operating the Heating/Ventilation/Air Conditioning(HVAC) systems according to the pertinent seasonal cooling/heating requirements as prescribed by the COR.
- (2) Providing seasonal (i.e. off-, pre-, and post-season) servicing on the heating and air-conditioning plant equipment.
- (3) Making insulation tests, adjusting relays, resetting circuit breakers, cleaning contact surfaces.
- (4) Making minor repairs to the systems and their equipment in accordance with scheduled and unscheduled work orders. Government will furnish all the spares.
- (5) Keeping records on power consumption and operation/maintenance/repair of major equipment, as defined by Post, on a daily basis, in a continuous calendar-day series: these records shall remain the property of the Government and be available for inspection by the COR or his staff at any time.
- (6) Inspecting pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- (7) Inspecting valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- (8) Inspecting cooling towers, checking condition of cooling water, if dirty replacing with clean water. Cleaning strainers when replacing cooling water. Insuring that the water treatment equipment is properly working

and that the water is being treated in accordance with manufacturer's recommendations.

- (9) Performing weekly cleaning, washing and/or replacing of all air filters for HVAC, air handling and fan coil units at all properties. The terms "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used and "replacing" where unwashable/throwaway filters are used. Government will supply the replacement filters.
- (10) Inspecting all HVAC work including pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions; providing routine servicing such as retightening, caulking, lubricating, and performing first echelon maintenance. All supplies and equipment (except ordinary tools such as screwdrivers, wrenches, etc.) needed for the repairs shall be furnished by the Government, subject to the approval of the COR
- (11) Central Air Conditioning Plant, its controls and ventilation system in the American center building, Kolkata:

#### **Brief Description of the System:**

The Central Air-conditioning system in the American Center building, Kolkata- was installed by Utility Engineers and was commissioned in November 1990.

The installed Central AC system consists of the following equipment:

• AIR COOLED SCROLL CHILLER 120 TR	2 NOS.
• AIR HANDLING UNITS, 6 – 10 TR,	10 NOS.
• FAN COIL UNITS, 1- 2 TR	33 NOS.
• CHILLER PUMP,	2 NOS.
• CONDENSER PUMP/MOTOR,	2 NOS.
• COOLING TOWERS 80 TR	2 NOS
• RELATED GATE VALVES AND NON RETURNS VALVES AND ALLIED PLUMBING LINES	
• ELECTRICAL PANELS (DDC)	1 NO.

Performance:

The Contractor shall perform the following tasks in the **first month**:

The contractor shall carry out routine monthly preventive maintenance and repairs of the entire systems mentioned on sec.C and also attend to emergency breakdowns. The Contractor shall ensure that the System is always in perfect working condition throughout the tenure of the contract.

#### Progress and Compliance:

The contractor will check the bill of quantities of the system components, and provide a list of recommended spares that are to be kept in stock by the Government.

The contractor have to provide a normal operational service of air condition, ventilation and exhaust system from Monday through Saturday from 6.00 am to 6.00 pm. Comfortable temperature of 74 degree F, plus /minus 2 degree F should be maintained throughout the period of operation. Humidity needs to be controlled for comfort and to avoid condensation. All pressure and temperature related to HVAC system should be maintained as per maker's recommendation. Daily logbook and weekly maintenance report should be submitted to the maintenance in charge.

**PREVENTIVE MAINTENANCE:** Preventive maintenance of plant machinery must ensure satisfactory performance of various equipment related to HVAC throughout the contract period. Any minor / major work carried out must be recorded. Complete shut down of plant if necessary for any repairs / maintenance should be carried out with prior permission and during holidays or after office hours, unless there is an emergency. Any repairs / replacement of oil / refrigerant or any parts must be recorded in the logbook. All the machinery must be painted once per year at the time of annual maintenance. The Government will provide paint.

**CONSUMABLES:** The contractor shall inform the COR, the need of consumables if any ,i.e. lubricating oil, refrigerants, transformer oil, cleaning chemical, gland packing, gaskets and other related spares for HVAC system etc. The contractor if required can supply the consumables on receipt of the delivery order. Under no circumstances will the Government reimburse the contractor for the materials supplied without prior approval from the Government.

#### SCOPE OF MAINTENANCE:

1. **PUMP :** Regular checking and maintenance of gland packing, bearing, drive couplings, foundation bolts, coupling bushes, pump alignments, and replacement of bearings. Special care should be taken to avoid water leakage and pump vibration.
2. **MOTOR :** Ensure proper maintenance of all motors to HVAC. Weekly checking / annual overhauling / as and when required replacement of motor bearings, drive coupling , motor armature, alignment and foundation bolts, and connection in the



junction box. Any vibration, loose connection, or misbalancing of 3-phase power supply must be addressed immediately. Meger testing should be recorded quarterly.

3. COMPRESSOR : Daily checking / cleaning / overhauling and changing of crank case oil, oil filter , magnetic filter, oil heater, suction filter, shaft seal, shaft bearing, oil pump , and all other moving parts of compressor. Daily checking / adjusting of loader-unloder , relief valve, drive coupling and motor compressor alignment. Leak test to be carried out quarterly and must -be recorded.
4. CONDENSER: Twice annually cleaning of condenser tubes at least two times ( before peak summer usage period and during winter overhauling-) should be carried out to ensure proper heat exchange.
5. CHILLER : Daily inspection should be carried out for refrigerant leakage / water leakage. Ensure proper functioning of expansion valve.
6. COOLING TOWER : Inspection and cleaning of sump, strainer , spray nozzle, and draft eliminator. Testing of treated water, adjustment / resetting of fan blade pitch angle to avoid vibration. Ensure operation of automatic make up feed water and air – inlet louvers.
7. AIR – HANDLING UNIT : Daily inspection of thermal insulation, air and water leakage's, foundation bolts, condensed drain line, air filter , drive pulley, belt tension, vibration and proper operation of thermostat valves and blower motor must be performed. Cleaning of cooling coils and Finns must be carried out twice a year.
8. FAN COIL UNITS : Weekly cleaning of air filters, strainers, cooling coils, air Finns, base tray pan and its drain line. All the trays must be painted twice yearly with anti corrosive paints. Ensure proper function of motorized valves, thermostat and three speed motors.
9. ELECTRICAL PANEL : Weekly checking / servicing of A/C panels, control panels, motor starter, circuit breaker, safety cut-out, yearly checking of electrical grounding of motors, adjustment of voltmeters, ammeters and balancing of 3 phase power supply. Insulation & Meger testing should be recorded quarterly.  
Ensure all pressure gauges, thermometers, flow valves and thermostats are functioning properly. Ensure that pipelines and their supports / clamps are in good condition. Overall cleaning of the plant machinery related to HVAC must be conducted weekly.

RESPONSIBILITY: Entire responsibility, including safety of the plants machinery relating to HVAC system, injuries sustained by contractor employees during discharge of their duties, should be borne by the contractor.

**Scope of work for the Power Sub-station and HVAC system installed  
In the American Consulate General Premises:**

**General Description:**

Power Plant equipment, HAVC and BAS for automatic control of the Air conditioning and ventilation equipment at the American Consulate General, Kolkata. This includes operation, routine and preventive maintenance of the Power plant equipment and operation of the HVAC and BAS, 24 hours per day and seven days per week.

**Brief Description of the System:**

**AVR :**

1. Operation and maintenance of 1 no. 1000KVA and AVR.
2. The work shall include daily checking of oil level and temperature; ascertain oil leakage from bushings and other gasket joints, color of silica gel in breather with replacement/dehydration.
3. Further, AVR oil samples are to be checked for dielectric strength, chemical analysis/acidity (KOH/gm) as per IS, sludge formation from a recognized/authorized chemical testing laboratory and original report must be submitted to the COR once per year.
4. The input and output voltage and current are to be checked on daily basis and reading to be noted and recorded in a hard copy.

**Transformer:**

1. Operation and maintenance of 1no. 1000KVA dry type transformer.
2. The work shall include weekly checking of temperature and note the same reading. Check the color of silica gel. Carry out PM as per maintenance manual.
3. Further, megering and grounding resistance are to be done annually and readings are to be noted and recorded as directed by the COR.

**HT Breaker:**

1. The 6 KV Switchgear of Kirloskar make is under the specialized service of the electrical contractor, including operation and maintenance of all the accessories, viz. microprocessor based multipoint temperature scanners, buchholz relays and also the annual testing of over current (O/C) + earth fault (E/F), Master trip, Auxiliary Relays and any other equipment, not specifically mentioned, but is also a part of the existing electrical installation.
2. Further, fault simulation and testing, twice annually is also part of the contract. All testing results are to be systemically logged and submitted to us. In event of mal-operation, the same should be brought to the notice of the COR. All connection terminals are to be checked for its secured position.

3. Operation from both remote & local controls is to be checked weekly and failures rectified. All meter readings must be logged daily and submitted to the COR.

**BY PASS PANEL:**

1. Operation and maintenance of 1 no. By Pass Panel.
2. The work includes daily and weekly checking of switch position and temperature. Preventive maintenance is to be carried out as per maintenance schedule as directed by the COR.
3. Meggering and grounding resistance are to be done annually and note the reading for our record. All connection terminals are to be checked for their secured position.

**Power Substation:**

1. Operation and maintenance of 230/415V Low Voltage Switchgear panels and capacitor control, complete with protective microprocessor based relays, MCBs, motorized / manual operated molded case circuit breaker, automatic transfer switch, power / control contactors and relays, digital instruments, timers, etc. This work involves close monitoring of all equipment with interconnectivity and for constant operations round the clock.
2. The terminations of power and control cables with bus bar shall have to be checked monthly for temperature increase and all readings must be logged and submitted to the the COR. Terminals of current and potential transformers are to be checked for effective tightness. Cleaning of the interior and exterior of all electrical panels and distribution boards and physically inspecting for abnormalities must be conducted monthly.
3. The mimic panel (located in the DG room) Must be inspected, maintained daily.
4. The contractor shall be responsible for operational, 24/7 support runoff the 4 nos. 250 KVA Diesel Generators (ONAN-make) along with the respective electrical combined AMF with auto synchronizing cum load sharing auto transfer panel along with a duplex AMF with ATS panel. The work shall be limited to daily cleaning of alternators, and setting of D.G. Set controls (EFC, AVR & droop) for proper operations, as required.
5. Ascertain and diagnose problems and effectively communicate them to the COR in order to affect timely repair. Maintain a daily log for the performance of each

generator with respect to rated voltage, frequency, loading parameters of each engine, fuel consumption, battery charger and cell performance, temperature rise on bus bars with terminals, as well as fuel / lube oil level.

6. Check the protective relays for current, voltage, phase angle / vector group, frequency, harmonics, insulation level, etc. with standard calibrated testing instruments for proper operating characteristics and ensure they are functioning correctly. The detailed characteristic curves must be submitted to the Government and recorded for future analysis.
7. All control panel connection terminals are to be checked for their secured position.

### **Occupancy sensing lighting system:**

1. Daily(24x7) monitoring and operation of the lighting system. Responsible for routine and preventive maintenance of LCM (includes checking loose connection on PCB component and checking and repairing of dry soldering), sensors and the hardware part of the lighting system, weekly check-up of the lighting system.
2. BAS lighting software health check up to be done annually, operation history record must be submitted to the COR. Software health check up on job training to be provided by the vendor representative to our in-house maintenance staff one time during initial phase of operation.

### **HVAC System:**

The installed HVAC system consists of the following equipment:

- |   |       |
|---|-------|
| • Water cooled Screw Chillers of 100 TR         | 2 nos |
| • Air Handling Units of 23220 CMH               | 4 nos |
| • Cooling tower of 200 TR                       | 1 no  |
| • Primary chilled water pump 120 CMH            | 2 nos |
| • Secondary chilled water pump 120 CMH          | 2 nos |
| • Condenser water pump 180 CMH                  | 2 nos |
| • Building Automation system (BAS)              | 2 nos |
| • Associated GSS ducting, plumbing and cabling. |       |

The Contractor should be familiar with the Plant and machinery of the installed HVAC system equipment and Building Automated System (BAS). They should be familiar with the operation and maintenance of these systems and should have trained staff qualified to operate, trouble shoot, and repair the BAS.

The work shall include round the clock operation of the HVAC plant and equipment. Daily (24x7) checking of all installed equipment and its performance. Any malfunction of the equipment must be reported to the COR immediately. The contractor's staff must assist Maintenance staff as required.

**Others:**

1. All the electrical grounding stations must be checked individually for healthiness with calibrated reference equipment annually and all parameters recorded and submitted to the COR.
2. In the event of failure of an electrical grounding station, the failure be brought to the attention of the COR and repaired immediately.

**Technical Requirements:**

The Contractor must operational support round the clock to maintain an uninterrupted HT/LT power supply as well as continuous operation of all installed equipment and machinery in the Consulate General Premises.

**Performance:**

After the award, the Contractor shall carry out routine monthly preventive maintenance and repair of the system and also attend to emergency breakdowns of said equipment and panels. The Contractor shall ensure that the System is always in perfect working condition throughout the tenure of the contract.

**B.1.5.1.3. Plumbing:**

Monitor all water pump operation and WT(water treatment) plant operation in GO properties.

**B.1.5.1.4. Other Mechanical:**

- (1) In case of elevator failure or trouble, promptly notify the COR.
- (2) Emergency Generators - Inspecting and maintaining generator, starter panel, DC source equipment and diesel engine, including operation sequence and safety devices in accordance with the Maintenance Plan instructions, a copy of which is located in Exhibit A.
- (3) Scope of work for the HT/LT electrical distribution system installed in the American Center Building:

**General Description:**

Power Plant equipment at the American Center, Kolkata. This includes operation, routine, preventive maintenance and emergency maintenance of the Power plant equipments.

**Brief Description of the System:****Transformer and OLTCG:**

1. Operation and maintenance of 1no. 750 KVA (6.0/0.415V), On Load Tap Changer Gear and AVR panel.
2. The work shall include weekly checking of transformer oil level and temperature, ascertain oil leakage from bushings and other gasket joints, color of silica gel in breather with replacement / dehydration.
3. Further, transformer oil samples are to be checked for dielectric strength, chemical analysis / acidity (KOH/gm.) as per IS, sludge formation from a recognized/authorized chemical testing laboratory and original report submitted to the COR.

**HT Breaker:**

1. One Bicco Lorry make 6KV switchgear along with the battery charger and cells shall also be under the specialized service of the electrical contractor, including operations and maintenance of all the accessories, viz. buchholz relays and also the periodic testing of over current (O/C) + earth fault (E/F), Master trip, Auxiliary Relays and any other equipment, not specifically mentioned, but is also a part of the existing electrical installation.
2. Further, fault simulation and testing, twice annually is also part of the contract. All testing results must be systemically logged and submitted to the COR. In event of incorrect operation, any problems must be brought to the immediate attention of the COR and rectified as per directive.
3. Operation is to be checked daily and failures rectified. All meter readings must be logged daily and submitted to the COR.

**Power Substation:**

1. Routine and preventive maintenance of 415/230V Main Low Tension Switchgear panels, Emergency panel, and Air circuit breakers complete with protective microprocessor based relays, auto mains failure panel, capacitors and power factor correction relays and panels, power / control contactors & relays, digital instruments, timers, and its allied equipment.

2. The terminations of power and control cables with bus bar must be checked monthly for temperature rise and all readings logged and submitted to the COR. Terminals of current and potential transformers are to be checked for effective tightness. Cleaning of the interior and exterior of all electrical panel and distribution boards and physically inspecting for abnormalities must be conducted daily for exterior and monthly for interior.
3. Inspection and cleaning of the AVR Annunciator panel of OLTCG (located in the Power substation room) must be conducted daily.
4. Cleaning of alternators, setting of D.G. Set controls for proper operations must be conducted daily.
5. Ascertain and diagnose problems and effectively communicate said problems to the COR to ensure spare parts are available.

**Others:**

6. All electrical grounding stations must be checked individually for healthiness with calibrated reference equipment annually and all parameters recorded and submitted to the COR annually.
7. In event of a failure of an electrical grounding station, the failure must be immediately reported to the COR and rectified immediately as per the instructions of the COR.

**Technical Requirements:**

The Contractor staff should be a licensed and certified electrician qualified to work on HT and LT. They should be familiar with the installed Power Plant machinery and equipment and with the operation and maintenance, repairs, local controls of these systems.

**Performance:**

The Contractor shall carry out routine monthly preventive maintenance and repairs of the system and also attend to emergency breakdowns of said equipments and panels. The Contractor shall ensure that the System is always in perfect working condition throughout the tenure of the contract.

**B.1.5.2. Electrical/Mechanical Installations to be Operated and Maintained:**

See Exhibit A for a representative sampling of the systems and equipment to be operated and maintained.

- B.1.5.3. Miscellaneous Maintenance and Repair Services: The Contractor shall provide day-to-day maintenance and repair services for all Government-owned/long term leased properties, systems, equipment as directed by the COR. The detailed work requirements and instructions including emergency works shall be provided by the Contracting Officer to the COR who shall supervise, schedule, and manage the performance of the assignments.

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

- B.2. Supervision by Contractor: The entire operation of the contracted services shall be supervised by the Contractor's trilingual (English/Bengali/Hindi) manager, who shall maintain a close contact with the Contracting Officer and the COR in order to coordinate the performance of the contracted services with the needs of the Government.

The manager, (or his/her qualified assistant), shall be on duty throughout the normal operating hours of the American Consulate and American Center. S/he shall also supervise the performance of the contracted services on Saturdays, Sundays, and holidays.

- B.3. Quality Assurance: The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR. Contractor should use its own test equipments (highly calibrated) for said test records. Ground resistance checking clamp meter should be used for updated checking of ground resistance. Contractor should use his own tools to carry out said maintenance and repairing works.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly reported to the COR and corrected and improved. Any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

- B.3.1. Monthly Report: The Contractor shall provide a monthly building maintenance report, summing up observations resulting from the inspections,



difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the Contractor's responsibilities), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The monthly report shall be provided in a format similar to the one in Exhibit F, signed by an authorized representative of the Contractor, and shall be submitted to the COR, together with the Contractor's monthly invoice.

- B.3.2. Inspection by Government: The services being performed hereunder and the supplies furnished therein will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

## **SECTION C - PACKAGING AND MARKING**

C.1 Materials delivered to the site shall be marked as follows:

RESERVED

## SECTION D - INSPECTION AND ACCEPTANCE

### D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

52.246-12 Inspection of Construction (AUG 1996)

D.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all maintenance services set forth in the performance work statement (PWS)	C.1 thru C.3	All required services are performed and no more than one (2) two customer complaint is received per month

D.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

**D.2.2 STANDARD.** The performance standard is that the Government receives no more than one (2) two-customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

**D.2.3 PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION E - DELIVERIES OR PERFORMANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984

### E.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until end of 12 months period, with four optional years. Individual delivery orders for unscheduled work will identify completion times for specific unscheduled/urgent tasks.

### E.3. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
E.3.1 Execution Plan	1	30 days after award	COR
E.3.2 Quality Assurance Plan	1	10 days after award	COR
E.3.3 Inspection Report	1	7 days after end of	

		weekly period	COR
E.3.4 Bios on Personnel	1	10 days after award	COR
E.3.5 Insurance/Licenses & Permits	1	30 days after Notice of Award	CO
E.3.6 Safety Plan	1	30 days after contract award	COR
E.3.7 Building Maintenance Report	1	5th day of each month	COR

#### E.4 CONTRACTOR'S SUBMISSION OF MAINTENANCE SCHEDULE AND MINOR REPAIRS UNDER UNSCHEDULED WORK ORDERS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as " 10 calendar days after receipt of an executed contract". The Contractor shall weekly revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

#### E.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### E.6 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

#### E.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### E.8 WORKING HOURS

All work shall be performed during the following period: American Consulate General; round the clock and American Center, Monday to Saturday between 06:00 A.M. to 06:00 P.M. except for the holidays identified below. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

#### E.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

#### E.10 POST AWARD CONFERENCE

A post award conference will be held 05 days after contract award at American Consulate General, 5/1 Ho Chi Minh Sarani, Kolkata -700 071 to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect the progress under this contract.



## SECTION F - CONTRACT ADMINISTRATION DATA

### F.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is as follows:

#### **Maintenance Supervisor**

#### F.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### F.2 PAYMENT

#### F.2.1 General

The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein. **All invoices should attach a copy of the signed work orders completed that month and status information on those not completed. Completed work orders shall bear the signature of the contractor's quality control personnel. Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submittal of the last invoice.**

Invoices shall be submitted in an original and two (2) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Send Original invoice to:

Financial Management Office  
American Embassy  
Shantipath, Chanakyapuri  
New Delhi 110 021

Copy of the invoice to:

Budget and Fiscal  
American Consulate General  
5/1 Ho Chi Minh Sarani  
Kolkata 700 071

#### F.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive maintenance fee and the value of labor and materials completed and in place for individual delivery orders.

**In addition, the contractor shall provide the following support for each request for payment for additional, seasonal and emergency services:**

**-Time sheets to support the number of hours worked for each work order and signed by the contractor's approving official that work has been completed.**

#### F.2.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

#### F.2.4 Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

#### F.2.5 Additional Withholding

Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

(a) Wages or other amounts due the Contractor's employees on this project;

(b) Wages or other amounts due employees of subcontractors on this project;

(c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

#### F.2.6. Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

### F.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.

- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.

- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

## **SECTION G - SPECIAL CONTRACT REQUIREMENTS**

### **G.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK**

(a) Unscheduled work and emergency work shall be authorized only through the issuance of task orders executed by the Contracting Officer. Task orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. Emergency services may require the use of oral orders however a written order shall be provided within 3 business days of the verbal authorization.

(b) The contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery orders issued under this contract. The contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.

### **G.2 ORDERING OFFICIAL**

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

### **G.3 BOND REQUIREMENTS**

RESERVED

### **G.4 CERTIFICATE OF INSURANCE**

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off site stated in Indian rupee:

Per Occurrence	Rs. 50,000.00
Cumulative	Rs. 25,000.00

2. Property Damage on or off site in Indian rupee:

Per Occurrence	Rs. 200,000.00
Cumulative	Rs. 100,000.00

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

#### G.4.1 Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

#### G.4.2 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

#### G.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to timely submit this

evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

#### G.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

#### G.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Supervision by the Contractor", shall be fluent in written and spoken English.

#### G.7 LAWS AND REGULATIONS

##### G.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.

##### G.7.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

##### G.7.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

##### G.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

## G.8 RESPONSIBILITY OF CONTRACTOR

### G.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

### G.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all work performed, except for any completed unit of work which may have been accepted in writing under individual delivery orders.

## G.9 MAINTENANCE OPERATIONS

### G.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### G.9.2 Use Of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## G.10 SAFETY

### G.10.1 Accident Prevision

- (a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall—

- (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

- (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

- (d) Written Program. Before commencing the work, the Contractor shall--

- (1) Submit a written proposal for implementing this clause; and

- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

- (e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## G.11 SUBCONTRACTORS AND SUPPLIERS

### G.11.1 Claims and Encumbrances



The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

#### G.11.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

#### G.12 CONTRACTOR PERSONNEL

##### G.12.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

##### G.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has seven calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 to 20 days to perform. For each individual the security clearance forms are to be submitted, forms will be issued by our RSO section. For each individual the list shall include:

Full Name

Father's Name

Place and Date of Birth  
Current Address  
Identification number / Voter ID No.  
Marital status  
Photocopies of the proof of above documents

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

#### G.12.4. Standards of Conduct

(a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms and Personal Equipment. The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The contractor shall provide for each employee and supervisor, summer and winter uniforms along with safety shoes and personal protective equipment as detailed in Section J, Exhibit H - CONTRACTOR FURNISHED MATERIALS. The contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

(c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

(d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the

following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) **Key Control.** The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

### G.13 MATERIALS AND EQUIPMENT

#### G.13.1 Selection and Approval of Materials

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

#### G.13.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the

Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

#### G.14 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

RESERVED

## SECTION H - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_X\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_X\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

\_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

\_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.

\_X\_ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_X\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).



— (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement    (JUNE 2007)

The following FAR clauses are provided in full text:

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be

assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

- (A) Change the name in the **SAM** database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.  
(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and *two* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**The contractor shall show Value Added Tax (VAT) and Service Tax as separate items on invoices submitted for payment.**

*The US Consulate General is exempt from payment of Service Tax per Ministry of External Affairs Notification No. D-II/451 (2)/77/2006(i) dated June 1, 2007 and Ministry of Finance, CBEC Notification No.33/2007- Service Tax dated May 23, 2007 and from VAT vide Notification No. 6/2002 - Central Excise, date 01<sup>st</sup> March 2002. The Consulate will submit an undertaking, in original and bearing a running serial number and date, stating that the service rendered and/or the product purchased is for official use of the Mission along with a copy of this Certificate to the vendor/service provider for availing the exemption.*

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below

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**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)**

- a) The U.S. Consulate General, Kolkata observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Shree Panchami  
Washington's Birthday  
Dol Jatra (Holi)  
Good Friday  
Bengali New Year  
Memorial Day  
Independence Day  
Id-UI-Fitre  
Independence Day  
Labor Day  
Gandhi Jayanti  
Durga Puja  
Columbus Day  
Id-UI-Zoha  
Lakshmi Puja  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.



If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

- (e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is **Maintenance Supervisor**

#### 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person; (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6)

above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

## SECTION I - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

### ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) a copy of the Certificate of Insurance, or

(7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

### ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.204-6 Contractor Identification Number --Data Universal Numbering System  
(DUNS)Number (APR 2008)

52.214-34 Submission of Offers in the English Language (APR 1991)

52.237-1 Site Visit (APR 1984)

The site visit will be held on Thursday, April 25, 2013 beginning at 11:30 am sharp at 5/1 Ho Chi Minh Sarani, which will then be followed by the same at the American Center. Prospective offerors/quoters should contact **Sukanta Chakraborty** at Tele: 033-3984-6448 or by e-mail at [ChakrabortySX2@State.gov](mailto:ChakrabortySX2@State.gov) for additional information or to arrange entry to the building 2 days prior to the site visit with the name of the persons visiting the sites.

**THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:**

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## SECTION J - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SECTION K - REPRESENTATIONS AND CERTIFICATIONS

- **52.212-3 Offeror Representations and Certifications—Commercial Items (APR 2012).**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>.



After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

*[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds

have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____
_____

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126).

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—



(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,  
AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if

taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country

or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

## **SECTION L - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Exhibit A	Comprehensive Maintenance Plan (or Facility Maintenance Plan)
Exhibit B	Sample Work Order Form
Exhibit C	Minimum Requirements for Personnel
Exhibit D	Sample Cost Proposal to be submitted by Contractor for Delivery Order

Exhibit E	Government Furnished Property (if any)
Exhibit F	Sample Monthly Report Form
Exhibit G	Annual Inspection/Equipment History/Facility Condition Forms
Exhibit H	Contractor Furnished Property



**Exhibit A**  
**Maintenance Plan**

All work plan prior to execution, should be submitted to COR for review and upon approval, the job should be executed.

**Exhibit B**  
**Sample Task Order Form**

***Instructions:***

The use of a priority classification system assists in optimum resource utilization. The assignment of a priority designator in accordance with a system similar to that listed below will provide a sufficient definition of the relative importance and priority of each order.

Priority 0 - PREVENTIVE MAINTENANCE (PM) Work Order is automatically assigned for preventive maintenance work by CMMS. PM orders have priority over all work orders except EMERGENCY orders.

Priority 1 - EMERGENCY is a threatening situation pertaining to life safety, fire, flood, security or equipment. This work needs to be accomplished IMMEDIATELY. Once the threatening situation is under control, the emergency situation is over. Emergency work orders are usually of very short duration. Another order should be written to cover the repairs necessary to return the situation to normal operating conditions.

Priority 2 - MISSION items which if not corrected, impinge on the post's mission. Corrective action should be accomplished within 24 hours.

Priority 3 - SAFEGUARD LIFE and PROPERTY work requirements needed to give adequate scrutiny to areas subject to compromise; elimination of health, safety, environmental hazard, safety concerns and protection of valuable property or equipment. Corrective action should be accomplished within 3 working days.

Priority 4 - ROUTINE WORK and REPAIRS include work that supports the mission or prevents a breakdown of essential equipment; essential housekeeping or operating functions. This type of work should be scheduled for completion within 10 working days.

Priority 5 - NECESSARY WORK is work that needs to be accomplished but is under no time frame for completion. This type of work can be used as fill-in work with completion time between 10 and 20 working days. This type of work will only be accomplished as time permits.

**SAMPLE TASK ORDER**

Work Order # \_\_\_\_\_

Approval: \_\_\_\_\_

Page 1 of \_\_\_\_\_

Requestor: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Priority \_\_\_\_\_

Property # \_\_\_\_\_  
or address \_\_\_\_\_

Equipment: \_\_\_\_\_

Requested Date: \_\_\_\_\_  
Due: \_\_\_\_\_

Unit: \_\_\_\_\_

Shop: \_\_\_\_\_

Task #

Description


Approved: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Printed by: \_\_\_\_\_

Customer Signature : \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Worker's Name \_\_\_\_\_

Worker's ID: \_\_\_\_\_

Worker's Signature: \_\_\_\_\_

Completion Date: \_\_\_\_\_

\_\_\_\_\_

**FOR UNSCHEDULED AND EMERGENCY ORDERS ONLY:**

Work: \_\_\_\_\_ OT: \_\_\_\_\_ Travel: \_\_\_\_\_ OT: \_\_\_\_\_ Wait: \_\_\_\_\_ OT: \_\_\_\_\_

\_\_\_\_\_

Materials used (use other side as needed): \_\_\_\_\_

\_\_\_\_\_

**POSITION DESCRIPTION**

**MAINTENANCE ENGINEER**

**DUTIES/RESPONSIBILITIES**

Responsible for ensuring that where possible a systems engineering approach, coupled with the most cost effective maintenance techniques, is applied to Department of State facilities. Ensures accurate assessment of maintenance labor hours and costs, and determines how best to implement recommendations in the field.

Typical objective would be to identify commonality of problems in roofing, HVAC and electrical systems, and then devise the best approach to solving the problems while minimizing resource expenditures.

**SKILLS/KNOWLEDGE/ABILITIES**

Capable of analyzing current and proposed systems designs and developing or revising system performance criteria and standards.

Capable of performing independently, receiving general supervision relating to overall objectives, critical issues, new concepts and policy matters.

Computer literate at PC applications.

Must possess excellent communications skills, with capability of generating high quality technical material.

**EDUCATION AND EXPERIENCE**

Four year degree in civil/industrial/electrical/mechanical engineering or architecture. Minimum of five years experience in maintenance engineering and management.

**ELECTRICIAN**

**DUTIES/RESPONSIBILITIES**

Performs major, minor, emergency and routine construction, installation, maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers, motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems, equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Performs recurring, standardized work independently in accordance with accepted trade practice.

#### SKILLS/KNOWLEDGE/ABILITIES

Must understand the theory and the practical aspects of application, operation and maintenance of electrical systems and equipment.

Must be knowledgeable of general maintenance and troubleshooting processes and the basic tools required. Capable of reading and interpreting motor control drawings, drawing a block diagram of feedback circuits and labeling the components, and calculating the requirements of conductors and devices used in motor circuits. Must be knowledgeable of electronic solid state control systems. Must be familiar with various types of heating controls and their applications. Capable of reading and interpreting blueprints of an electrical substation, and tracing circuits using a blueprint. Knowledgeable of switchgear operation, power circuit breakers, methods used to actuate protective relays and the types of relays, and different types of telemeter systems and their application.

Must be thoroughly familiar with the NEC, and capable of accomplishing work in accordance with accepted methods and techniques of the trade. Must be able to diagnosis problems quickly and accurately, and recommend and effect required solutions. Electrical works license is mandatory, preferably LT and HT.

#### EDUCATION AND EXPERIENCE

Must hold a Journeyman Electrician License; experience may be substituted. Minimum of three years practical experience in the installation, rehabilitation, maintenance and repair of electrical and power distribution systems.

## ELECTRICIAN HELPER

### DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, installation and maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers and motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Assists one or more electrician by performing specific or general duties as directed.

### SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings, electrical schematics and wiring plans, and motor control drawings. Must possess an understanding of the various components of electrical systems. Familiarity with the NEC and the concepts involved therein. Familiarity with installation and maintenance procedures for electrical equipment, appliances and system components.

Ability to size conductors based on load; ability to calculate the current requirements of the conductors and devices used in motor circuits; understand how to bend and install conduit. Must be familiar with the operation and construction of motors, generators and transformers; and have an understanding of different types of relays and telemetering systems and their applications. Ability to draw a block diagram of a simple feedback circuit and label the basic components. Electrical works license is mandatory.

### EDUCATION AND EXPERIENCE

At least one year experience in the trade.

## HVAC TECHNICIAN

### DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electronic.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes and replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electronic motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuild combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine it's content.

Prepares written specifications for major repairs or for the production of parts ordered from machine shops; reassembles equipment; and makes all necessary adjustments for operation.

May be required to assist in establishing equipment maintenance programs, develop maintenance parts systems lists and maintenance visit schedules, assess equipment life and project replacement schedules.

### SKILLS/KNOWLEDGE/ABILITIES

Must be capable of reading and following shop drawings, laying out and assembling major components of refrigeration and air conditioning equipment, including cold storage and food storage facilities. Knowledgeable of basic ventilation requirements and air distribution and cleaning techniques. Skilled in use of hand tools of the trade. Knowledgeable of fire and safety regulations for safeguarding personnel, material and equipment.

### EDUCATION AND EXPERIENCE

Must hold a Journeyman License in a HVAC trade; experience may be substituted. Minimum of three years practical experience in the installation , rehabilitation, maintenance and repairing of heating, ventilation and air conditioning systems.

## HVAC HELPER

### DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electric.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, and smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes and replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electric motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuilds combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine it's content.

Assists HVAC technician by performing specific or general duties as directed.

### SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings used in construction and maintenance. Must possess an understanding of the fundamentals of refrigeration and the methods used to join and assemble different kinds of pipe joints. Familiarity with major codes and standards and the concepts involved therein. Familiarity with installation and maintenance procedures for different types of refrigeration and air conditioning systems. Familiarity with basic servicing of refrigerant controls and air conditioning controls, circuits and instruments. Understand basic ventilation requirements and air distribution and cleaning techniques.



**Exhibit D**  
**Sample Cost Proposal**

Company Name and Address:

Unscheduled Work Order #:

Cost Proposal:

<u>LABOR</u> <u>CATEGORY</u> <u>TOTAL</u>	<u>NUMBER</u> <u>HOURS</u>	<u>HOURLY</u> <u>RATE</u> (as indent. in Section B)
---	-------------------------------	--

Maintenance Engineer  
Electrician  
Journeyman Electrician  
HVAC Technician  
Journeyman HVAC  
Total Labor

\_\_\_\_\_

Material (breakdown)

\_\_\_\_\_

Total

\_\_\_\_\_

**Exhibit E**  
**Government Furnished Property**

Table, Chair, telephone extension, working space for the supervisor approximately 50 square feet.

**Exhibit F**  
**Monthly Report**

**Monthly Report for the Month of \_\_\_\_\_**

**AMERICAN CONSULATE\_\_\_\_\_**

1. Temporary additional services performed during the month:

Delivery Order	Task	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Contractor's Report (all types of services at all locations):

A. Results of Inspections:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Difficulties or irregularities encountered:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Repairs needed:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Special Work Done:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Recommendations\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by\_\_\_\_\_ Date \_\_\_\_\_

**Exhibit G**  
**Annual Inspection/Equipment History/Facility Condition Forms**

The installed Central AC system consists of the following equipment:

- |                                       |         |
|---------------------------------------|---------|
| • AIR COOLED SCROOL CHILLER,120TR     | 2 NOS.  |
| • AIR HANDLING UNITS, 6 – 10 TR,      | 10 NOS. |
| • FAN COIL UNITS, 1- 2 TR             | 33 NOS. |
| • CHILLER PUMP,                       | 2 NOS.  |
| • CONDENSER PUMP/MOTOR,               | 2       |
| NOS.                                  |         |
| • COOLING TOWERS 80 TR                | 2 NOS   |
| • RELATED GATE VALVES AND NON RETURNS |         |
| VALVES AND ALLIED PLUMBING LINES      |         |
| • ELECTRICAL PANELS                   | 1 NOS   |

Brief Description of the System: American Consulate

**Transformer:**

1000KVA and 1no. 400KVA (6.0/0.415V).

**HT Breaker:**

The three panel VCB (6KV switchgear)

Please refer details as mentioned in the Scope of Work

**Exhibit H**

**Contractor Furnished Property**

Summer and winter Uniform, safety shoes with socks, rain coats, umbrellas, boots for rainy season (gum boot), and personal protective equipment such goggles, insulated gloves for all working staff of the contractor . All working tools and test equipments required for maintenance and repairing works, electrical works tools should be insulated for 1000 V AC..